BID FORM

NAME OF BIDDER: Pierre Landscape, Inc.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Bid # 131-22 Field Irrigation Renovation

A. BID SCHEDULE

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

<table>
<thead>
<tr>
<th>BASE BID</th>
<th>BID PRICE (IN WRITTEN FORM)</th>
<th>BID PRICE (IN NUMBERS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BID PRICE + ALLOWANCE</td>
<td>Seven Hundred Forty Five Thousand Dollars</td>
<td>$745,000</td>
</tr>
</tbody>
</table>

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

If the Contract Documents specify alternate bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), at the District’s sole option. The District can choose to include one or more of the Alternate Bids in the Project. If any of the Alternate Bids are selected by the District, the resulting amount shall be added to or deducted from Total Bid Price for the Project. The District can award/select Alternate Bid items at any time(s).

<table>
<thead>
<tr>
<th>ALTERNATE BIDS</th>
<th>BID PRICE (IN WRITTEN FORM)</th>
<th>BID PRICE (IN NUMBERS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALTERNATE #1 Per Special conditions Article 3</td>
<td>Two Hundred Twelve Thousand Seven Hundred Forty Six Dollars</td>
<td>$212,746</td>
</tr>
</tbody>
</table>

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the District provides the successful bidder with the Notice of Award.
Upon receipt of the signed contract and other required documents, the contract will be executed by the District, after which the District will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Orange County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the District’s Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder’s bond, or cashier’s or certified check No. N/A from the Surety Bank in the amount of 10% Bid Bond, which is not less than ten percent (10%) of this bid, payable to Newport-Mesa Unified School District as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder’s default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder’s bond, or cashier’s or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Newport-Mesa Unified School District.

Bidder is an individual ____, or corporation X__, or partnership ____, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor’s License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder’s applicable license number(s), with their expiration date(s) and class of license(s):

C-27,A. Expiration Date: 3/31/24

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the District provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than “A-” and a Financial Size

**BID SCHEDULE**

- 12 -
Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the District, the District may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. 1

Addenda No. 

Addenda No. 

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.

2. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

3. Attached is the completed Iran Contracting Act Certificate form.

4. Attached is the completed Public Works Contractor Registration Certification form.

5. Attached is the completed Designation of Subcontractors form.

6. Attached is the completed Information Required of Bidders form.

7. Attached is the Asbestos-Free Material Certification.

8. Attached is the Recycled Content Certification.

9. Attached is the Contractor & Subcontractor Fingerprinting Requirements form.

10. Attached is the Drug-Free Workplace Certificate.

11. Attached is the Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy.

12. Attached is the fully executed Non-Collusion Declaration form.
I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder: Pierre Landscape, Inc.
Signature: __________________________
Name and Title: Steve Andrews, Chief Growth Officer
Dated: 5/23/22
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder          Pierre Landscape, Inc.
Signature

Name and Title          Steve Andrews, Chief Growth Officer

Dated                   5/23/22
IRAN CONTRACTING ACT CERTIFICATION  
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☑ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: ____________________________________________  
Printed Name: Steve Andrews ____________________________  
Title: Chief Growth Officer ____________________________  
Firm Name: Pierre Landscape, Inc. ________________________  
Date: 5/23/22 __________________________________________

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: Pierre Landscape, Inc.

DIR Registration Number: 1000009575

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder  Pierre Landscape, Inc.

Signature  

Name and Title  Steve Andrews, Chief Growth Officer

Dated  5/23/22
BID BOND

The makers of this bond are, **PIERRE LANDSCAPE INC.** as Principal, and **HARCO NATIONAL INSURANCE COMPANY** as Surety and are held and firmly bound unto the NEWPORT-MESA UNIFIED SCHOOL DISTRICT, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated **May 25, 2022**, for Bid # 131-22 Field Irrigation Renovation.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this **25th** day of **May**, **2022**, the name and corporate seal of each corporation.

(Corporate Seal)

PIERRE LANDSCAPE INC.
Contractor/Principal

By: Steve Andrews
Title: Chief Growth Officer

HARCO NATIONAL INSURANCE COMPANY
Surety

By: Gregory Hettinger ~ CDI #0B52655
Title:

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is **$10.95** per thousand.
The total amount of premium charges, **$ TBD**.
(The above must be filled in by corporate attorney)

**THIS IS A REQUIRED FORM**
Any claims under this bond may be addressed to:

BID BOND
- 18 -

61730.000001\33136164.1
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of COLORADO  
County of Denver  

On May 25, 2022, before me, Dianne Gallagher ~ Notary Public

personally appeared Gregory Hettinger  

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

Colorado  
WITNESS my hand and official seal.

Signature: [Signature]

DIANNE GALLAGHER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154006687  
MY COMMISSION EXPIRES MARCH 3, 2023

----O N T A L L---

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document:  
Document Date:  
Number of Pages:  
Signer(s) Other Than Named Above:  

Capacity(ies) Claimed by Signer(s)

Signer(s) Name:

□ Individual  
□ Corporate Officer  
□ Partner - Limited  
□ General  
□ Attorney in Fact  
□ Trustee  
□ Guardian or Conservator  
□ Other:  

Signer(s) Name:

□ Individual  
□ Corporate Officer  
□ Partner - Limited  
□ General  
□ Attorney in Fact  
□ Trustee  
□ Guardian or Conservator  
□ Other:

Signer is Representing:

Right Thumbprint of Signer  
Top of Thumb here
POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

GREGORY HETTINGER

Greenwood Village, CO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 1st day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 31st day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018

STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the herein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shelley A. Olley
Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 25, 2022

Irene Martins, Assistant Secretary

A00948 Bond Placements, Ltd.
STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

This Is to Certify, That, pursuant to the Insurance Code of the State of California,
Harco National Insurance Company
of Rolling Meadows, Illinois, organized under the
laws of Illinois, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier
Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and
Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

This Certificate is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

In Witness Whereof, effective as of the 31st day
of December, 1994, I have hereunto set
my hand and caused my official seal to be affixed this 3rd day of January, 1995.

By

John G. Samuelson
Secretary of State

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code
promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701
and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application
therefor and the conditions contained herein.
Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

*Please see prior form for out of state acknowledgment*

STATE OF CALIFORNIA
COUNTY OF _______________

On ________________, 20__, before me, ________________________, Notary Public, personally appeared ________________________, Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

☐ Partner(s)
☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.
Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On May 25, 2022 before me, Norma Perine, Notary Public, personally appeared Steve Andrews, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NORMA PERINE
Notary Public - California
Los Angeles County
Commission No. 2736724
Commission Expires 05/27/2022

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

<table>
<thead>
<tr>
<th>CAPACITY CLAIMED BY SIGNER</th>
<th>DESCRIPTION OF ATTACHED DOCUMENT</th>
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<tbody>
<tr>
<td>Individual</td>
<td>Title or Type of Document</td>
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<tr>
<td>Corporate Officer</td>
<td>Number of Pages</td>
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<td>Date of Document</td>
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<td>□ Other:</td>
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<td>Signer is representing:</td>
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<td>Signer(s) Other Than Named Above</td>
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NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

BID BOND
- 21 -

61730.00001\33136164.1
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) CSLB contractor license number, (c) DIR registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price or $10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

<table>
<thead>
<tr>
<th>Work to be done by Subcontractor</th>
<th>Name of Subcontractor</th>
<th>Location of Business</th>
<th>CSLB Contractor License Number</th>
<th>DIR Registration Number</th>
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</thead>
<tbody>
<tr>
<td>Hydroseeding</td>
<td>Hydrosprout, Inc.</td>
<td>460 A Corporate Dr Escondido, CA 92029</td>
<td>582303</td>
<td>1000005171</td>
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</tbody>
</table>

DESIGNATION OF SUBCONTRACTORS

- 23 -
<table>
<thead>
<tr>
<th>Work to be done by Subcontractor</th>
<th>Name of Subcontractor</th>
<th>Location of Business</th>
<th>CSLB Contractor License Number</th>
<th>DIR Registration Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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DESIGNATION OF SUBCONTRACTORS

- 24 -
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<td>N/A</td>
</tr>
</tbody>
</table>

Name of Bidder: Pierre Landscape, Inc.

Signature: [Signature]

Name and Title: Steve Andrews, Chief Growth Officer

Dated: 5/23/22
INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1.0 Name of Bidder: Pierre Landscape, Inc.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 5455 2nd Street, Irwindale, CA 91706

4.0 How many years has Bidder’s organization been in business as a Contractor? 34 Years

5.0 How many years has Bidder’s organization been in business under its present name? 5+ years

5.1 Under what other or former names has Bidder’s organization operated? FYR Landscaping, Inc. and Pierre Landscaping, Inc.

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: 10/15/1991

6.2 State of Incorporation: California

6.3 President’s Name: Monty Khouri

6.4 Vice-President’s Name(s): Monty Khouri

6.5 Secretary’s Name: Monty Khouri

6.6 Treasurer’s Name: Monty Khouri

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership): N/A
8.0 If other than a corporation or partnership, describe organization and name principals: N/A

9.0 List other states in which Bidder’s organization is legally qualified to do business. California

10.0 What type of work does the Bidder normally perform with its own forces? Furnish and Install Landscape and Irrigation

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why: No

12.0 Within the last five years, has any officer or partner of Bidder’s organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation: No

13.0 List Trade References:
   Swinerton Builders, Adil Batnij, 213-503-7136
   Pinner Construction, Steve Myers, 714-490-4000
   Webcor Builders, Lee Sehon, 213-220-7474

14.0 List Bank References (Bank and Branch Address):
   American Business Bank
   3633 Inland Empire Blvd., Suite 270
   Ontario, CA 91764
   Catherine Sakata, 909-919-2451

15.0 Name of Bonding Company and Name and Address of Agent:
   Bond Placements Ltd., Inc.
   5261 S Quebec Street #100
   Greenwood Village, CO 80111
   Greg Hetlinger, 303-705-9887

INFORMATION REQUIRED OF BIDDERS
- 27 -
### B. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

<table>
<thead>
<tr>
<th>Project</th>
<th>Description of Bidder’s Work</th>
<th>Completion Date</th>
<th>Cost of Bidder’s Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redcar CT-7</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>September 2022</td>
<td>$683,912</td>
</tr>
<tr>
<td>SMC/Math &amp; Science Phase II</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>December 2023</td>
<td>$747,145</td>
</tr>
<tr>
<td>Adam’s Terrace I &amp; II</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>August 2023</td>
<td>$433,452</td>
</tr>
<tr>
<td>9200 Wilshire</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>June 2022</td>
<td>$2,268,046</td>
</tr>
<tr>
<td>Hope on Hyde</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>November 2022</td>
<td>$235,000</td>
</tr>
<tr>
<td>Path Villas Hollywood</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>January 2023</td>
<td>$280,725</td>
</tr>
<tr>
<td>Isla-Main Project</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>September 2022</td>
<td>$535,976</td>
</tr>
<tr>
<td>1800 Beverly</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>August 2023</td>
<td>$677,796</td>
</tr>
<tr>
<td>Grover Cleveland Charter HS</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>December 2022</td>
<td>$1,190,302</td>
</tr>
<tr>
<td>Grand Avenue Phase 1</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>September 2023</td>
<td>$4,273,118</td>
</tr>
<tr>
<td>960 West 7th Street</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>July 2022</td>
<td>$1,940,268</td>
</tr>
<tr>
<td>Huntington Park HS</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>February 2023</td>
<td>$1,047,305</td>
</tr>
<tr>
<td>University Park</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>March 2024</td>
<td>$1,248,130</td>
</tr>
<tr>
<td>University Park Streetscape</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>November 2022</td>
<td>$1,137,874</td>
</tr>
<tr>
<td>Skechers 2901</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>February 2023</td>
<td>$956,453</td>
</tr>
<tr>
<td>Ascot Elementary School Comprehensive</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>February 2024</td>
<td>$1,053,883</td>
</tr>
<tr>
<td>VA Long Beach Mental Health</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>April 2024</td>
<td>$1,553,642</td>
</tr>
<tr>
<td>Belvedere Middle School</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>July 2022</td>
<td>$1,453,216</td>
</tr>
<tr>
<td>VA Building 208</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>July 2022</td>
<td>$344,614</td>
</tr>
<tr>
<td>SDUSD John Muir</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>September 2023</td>
<td>$1,147,651</td>
</tr>
</tbody>
</table>
C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder’s ability to perform the required Work.

<table>
<thead>
<tr>
<th>Project Client</th>
<th>Description of Bidder’s Work</th>
<th>Period of Performance</th>
<th>Cost of Bidder’s Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cal Poly Pomona</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>February 2020-June 2020</td>
<td>$2,056,536</td>
</tr>
<tr>
<td>Los Angeles School District</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>December 2019-March 2020</td>
<td>$867,300</td>
</tr>
<tr>
<td>California State University of Dominguez Hills</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>September 2020-April 2021</td>
<td>$1,160,114</td>
</tr>
<tr>
<td>Los Angeles School District</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>March 2018-August 2022</td>
<td>$1,155,451.86</td>
</tr>
<tr>
<td>Perris Union High School District</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>August 2020-August 2021</td>
<td>$928,089</td>
</tr>
<tr>
<td>The Park at Cross Creek LLC</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>September 2018-March 2019</td>
<td>$1,555,431</td>
</tr>
<tr>
<td>Foresta Toscana Development Company</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>August 2017-February 2019</td>
<td>$2,732,525</td>
</tr>
<tr>
<td>Regent Properties</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>April 2019-October 2019</td>
<td>$2,358,096</td>
</tr>
<tr>
<td>Plenary Edgemoor Civic Partners LLC</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>March 2018-August 2019</td>
<td>$1,700,000</td>
</tr>
<tr>
<td>Equity Office</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>April 2018-January 2019</td>
<td>$1,764,599</td>
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<tr>
<td>Expo Line Owner, LLC</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>October 2018-January 2020</td>
<td>$1,271,608</td>
</tr>
<tr>
<td>The Irvine Company LLC</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>March 2020-January 2021</td>
<td>$4,749,041.00</td>
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<tr>
<td>La County Metro Transportation Authority</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>December 2018-March 2019</td>
<td>$130,625.00</td>
</tr>
<tr>
<td>HC 9300 LLC</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>November 2018-July 2019</td>
<td>$831,092</td>
</tr>
<tr>
<td>Rio School District</td>
<td>Furnish and Install Landscape &amp; Irrigation.</td>
<td>August 2018-June 2019</td>
<td>$1,314,875</td>
</tr>
</tbody>
</table>
D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

**Personnel:**

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person’s job title, name, and percent of time to be allocated to this project:

   Rigoberto Sanchez
   
   Executive Project Manager
   
   % TBD

2. Summarize each person's specialized education:

   OSHA 10 Hour Construction Industry Outreach Training Program
   
   Zero Harm & Safety Awareness for Everyone
   
   Qualified Rigger and Hand Signals

3. List each person's years of construction experience relevant to the project:

   25 years

4. Summarize such experience:

   26 years of field experience, 1 year of field laborer, 4 years as a foreman, 3 years as irrigation tech
   
   3 years of estimating, 2 years maintenance manager, 5 years as field operation vice president
   
   5 years as project manager, 3 years as executive project manager

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

**Changes Occurring Since Prequalification**

If the District conducted a prequalification and if any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

N/A

**INFORMATION REQUIRED OF BIDDERS**

- 30 -
Additional Bidder’s Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Pierre Landscape, Inc.

Signature

Name and Title Steve Andrews, Chief Growth Officer

Dated 5/23/22
ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the ________ (hereinafter referred to as the “Project”), and submitted it to the NEWPORT-MESA UNIFIED SCHOOL DISTRICT (hereinafter referred to as the “District”) on behalf of Pierre Landscape, Inc. (hereinafter referred to as the “Contractor”).

To the best of my knowledge, information, and belief, in completing the Contractor’s Work for the Project, no material furnished, installed, or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos, or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Architect or the District who shall have sole discretion and final determination in this matter. The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 23 day of May, 2022, at Irwindale, CA.

Name of Bidder Pierre Landscape, Inc.

Signature

Name and Title Steve Andrews, Chief Growth Officer

Dated 5/23/22

ASBESTOS-FREE MATERIALS CERTIFICATION

61730.00001133136164.1
Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On may 23, 2022, before me, Norma Perine, Notary Public, personally appeared Steve Andrews, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

☐ Partner(s)
☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above
RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the Field Irrigation Renovation Corona Delmar High School And Tewinkle Intermediate School (hereinafter referred to as the "Project"), and submitted it to the NEWPORT-MESA UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "District") on behalf of hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

0 % Post consumer Material 0 % Secondary Material.

Executed on this 23 day of May, 2020 at Irwindale, CA

Name of Bidder Pierre Landscape, Inc.

Signature

Name and Title Steve Andrews, Chief Growth Officer

Dated 5/23/22

RECYCLED CONTENT CERTIFICATION
- 34 -
Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On May 23, 2022 before me, Norma Perine, Notary Public, personally appeared Steve Andrews, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

N. Perine

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

☐ Partner(s) ☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

 DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above
CONTRACTOR CERTIFICATION

With respect to the Contract dated TBD 2022 by and between NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") and Pierre Landscape, Inc. ("Contractor"). Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District’s pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Norma Perine
Contractor's Representative

5/23/22
Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") has determined that Pierre Landscape, Inc. ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated ____________, 20__ by and between the District and Contractor ("Contract") because:

- The Contractor’s employees will have limited contact with District students during the course of the Contract.
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: __________________________________________.

School District Official

Date
SUBCONTRACTOR’S CERTIFICATION

The NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") entered into a Contract for services with Pierre Landscape, Inc. ("Contractor") on or about TBD, 2022 ("Contract"). This certification is submitted by Pierre Landscape, Inc., a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Norma Perine Subcontractor’s Representative 5/23/22

Date

SUBCONTRACTOR’S EXEMPTION

The NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") entered into a Contract for services with ("Contractor") on or about , 20 ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that , a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor’s employees will have limited contact with District students during the course of the Contract.

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

School District Official Date
DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the NEWPORT-MESA UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and Pierre Landscape, Inc. (hereinafter referred to as the "Contractor") for the Field Irrigation Renovation Corona Delmar High School and Tewinkle Intermediate School Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition.

B. Establishing a drug-free awareness program to inform employees about all of the following:
   1. The dangers of drug abuse in the workplace.
   2. The person's or organization's policy of maintaining a drug-free workplace.
   3. The availability of drug counseling, rehabilitation, and employee-assistance programs; and
   4. The penalties that may be imposed upon employees for drug abuse violations.

C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall
abide by Government Code Section 8355 when performing the Contract for the Project by:

A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace.

B. Establishing a drug-free awareness program; and

C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this 23rd day of May, 2022, at Irwindale, CA.

Name of Bidder: Pierre Landscape, Inc.

Signature: [Signature]

Name and Title: Steve Andrews, Chief Growth Officer

Dated: 5/23/22

DRUG FREE WORKPLACE CERTIFICATION

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Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On May 23, 2022, before me, Norma Perine, Notary Public, personally appeared Steve Andrews, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

WITNESS my hand and official seal.

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer
☐ Partner(s)
☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title(s)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

DRUG FREE WORKPLACE CERTIFICATION

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61730.0000133136184.1
CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating, “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Pierre Landscape, Inc.
Contractor Name

Steve Andrews
Signature

5/23/22
Date
NON-COLLUSION DECLARATION

The undersigned declares:

I am the ____________ of ____________, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly, or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on ________ [date], at ____________ [city], ____________ [state].

Name of Bidder ____________
Signature ____________
Name ____________
Title ____________

NON-COLLUSION DECLARATION
- 42 -
NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1
Field Irrigation Renovation

BID No. 131-22

NEWPORT MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG.-A
COSTA MESA, CALIFORNIA 92626

May 24, 2022

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified: Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

1. Change: Change bid opening date to Thursday June 2, 2022 at 2:00 PM

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: Steve Andrews
Signature: [Signature]
Firm Name: Pierre Landscape, Inc.
Address: 5455 2nd Street
          Irwindale, CA 91706
Telephone #: 626-587-2121
Fax #: 626-513-2220

(END OF ADDENDUM NO.1)
SPECIAL CONDITIONS

ARTICLE 1 - GENERAL

This Section supplements and/or modifies certain provisions of the General Conditions and both General and Supplementary Conditions shall be deemed to be a part of every Specifications Section, as if wholly embodied and repeated in every Section. The CONTRACTOR and subcontractor shall be held to have read and thoroughly familiarized themselves with their content.

ARTICLE 2 - $25,000 ALLOWANCE FOR UNFORSEEN CONDITIONS WITH UNIT PRICES

Provide a $25,000 allowance to be used at the discretion of the DISTRICT for unforeseen conditions. All work pertaining to the allowance must be approved by the DISTRICT. If work authorized is less than the allowance, a deductive change order will be issued. Work to be directed by the DISTRICT. The allowance shall be listed as a line item on the CONTRACTOR’S schedule of values.

Provide unit prices for the following conditions on the bid form; unit price shall be fully encumbered to include all labor, equipment, materials, general conditions, and contractor markup for listed work. Assume quantities as described below and include cost in the base bid. Work must be verified prior to performance and approved in writing by the District.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Remove and replace 3” asbestos (Transite) main line and install new 3” pipe per specifications.</td>
<td>$45.00</td>
<td>LF</td>
</tr>
<tr>
<td>2) Saw cut asphalt, trench, refill, compact and repair asphalt to expose and replace damaged irrigation main line.</td>
<td>$40.00</td>
<td>LF</td>
</tr>
<tr>
<td>3) Hydrosed per specifications.</td>
<td>$0.15</td>
<td>SF</td>
</tr>
<tr>
<td>4) Install sod thick cut Bermuda, Latitude 36.</td>
<td>$2.50</td>
<td>SF</td>
</tr>
</tbody>
</table>

ARTICLE 3 - ADD ALTERNATE REMOVAL AND REPLACEMENT OF 3” ASBESTOS (TRANSITE) MAIN LINE AT TEWKINKLE INTERMEDIATE SCHOOL

Contractor to provide as an add alternate on the bid form all labor and materials for the removal and replacement of the 3” asbestos (Transite) main line per plan on TeWinkle Site Plan page LI-5. Work to include backfill, compaction of soil and asphalt repair.

ARTICLE 4 - UNDERGROUND UTILITY LOCATING

Contractor is responsible for underground utility location prior to mobilization. Contractor shall coordinate with underground utility location sub-contractor to verify location and depth of utilities in the contractor’s area of work. Contractor will be responsible for repairing any and all utilities damaged as a result of the contractor’s work.

END OF SPECIAL CONDITIONS

SPECIAL CONDITIONS

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